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County of San Diego

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Clerk of the Superior Court
By D. Saenz ,Deputy Clerk

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Attorneys for Plaintiff and the California Class

**SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN DIEGO**

TRICETTE DEPAUL, individually, and on : behalf of all other similarly situated,	Civil Action No.: 26CU008335C
Plaintiff,	First Amended Complaint – Class and Representative Action
v.	
NEW VENTURE ESCROW, INC. and DOES 1 through 10, inclusive,	JURY TRIAL DEMANDED
Defendants.	

1 Plaintiff Tricette DePaul (“Plaintiff”), individually and on behalf of similarly situated
2 Escrow Officers complains and alleges as follows:

3 **INTRODUCTION**

4 1. Plaintiff filed her initial Class Action Complaint on February 17, 2026. Pursuant
5 to CCP § 472, Plaintiff now amends the Complaint to assert representative claims for civil
6 penalties under Labor Code § 2698, as the statutory notice requirements have been satisfied and
7 the claims are now ripe. This First Amended Complaint (FAC) relates back to the filing of the
8 original pleading. *See Austin v. Massachusetts Bonding & Ins. Co.* (1961) 56 Cal.2d 596; see
9 also *Amaral v. Cintas Corp. No. 2* (2008) 163 Cal.App.4th 1157, 1199–1200 (holding that an
10 amendment adding PAGA penalties related back to the original complaint because the request
11 for penalties was based on the “exact same facts” alleged in the original pleading)

12 2. Plaintiff brings this action on behalf of herself and all current and former Escrow
13 Officers within the State of California who, at any time between February 17, 2022 to the present
14 who are or were employed by Defendants New Venture Escrow, Inc. (“New Venture Escrow”)
15 and DOES 1 through 10 (collectively, “Defendants”) (hereafter, the “California Class” or “Class
16 Members”). Plaintiff alleges that Defendants violated various provisions of the California Labor
17 Code, relevant orders of the Industrial Welfare Commission (IWC) and California Business &
18 Professions Code, and seeks redress therefore.

19 3. Plaintiff also brings this representative action against New Venture Escrow, Inc.
20 and DOES 1 through 10, inclusive, on behalf of herself and all current and former Escrow
21 Officers within the State of California who, at any time between January 8, 2025 to the present
22 who are or were employed as Escrow Officers by Defendants New Venture Escrow, Inc., and
23 DOES 1 through 50 (hereafter, the “Aggrieved Employees”). Throughout the relevant time
24 period, Plaintiff and Aggrieved Employees have been denied payment for all hours worked at
25 the correct rate of pay, compliant meal and rest breaks, and reimbursement for work expenses.
26 As a result of these practices, Plaintiff and Aggrieved Employees further allege that Defendants
27 failed to timely pay wages during and upon termination of employment and that Defendants
28

1 failed to maintain and provide accurate wage statement and employment records.

2 4. Plaintiff files this action to recover all penalties on behalf of herself and
3 Aggrieved Employees. Plaintiff has complied with the procedures for bringing suit specified in
4 Labor Code section 2699.3. On January 8, 2026, Plaintiff gave written notice to the Labor and
5 Workforce Development Agency (“LWDA”) and to Defendants of the specified provisions of
6 the Labor Code alleged to have been violated by Defendants. The LWDA did not provide notice
7 of its intention to investigate Defendants’ alleged violations within sixty-five (65) calendar days
8 of the January 8, 2026, postmarked date of the herein-describe notice sent by Plaintiff.

9 **JURISDICTION AND VENUE**

10 5. This Court has jurisdiction over this Action pursuant to California Code of Civil
11 Procedure § 410.10 and California Business Professions Code § 17203. This Action is brought
12 as a Class Action on behalf of similarly situated Escrow Officers of Defendants pursuant to
13 California Labor Code of Civil Procedure § 382.

14 6. This Court has jurisdiction of Plaintiff’s claims for penalties pursuant to the
15 Private Attorneys General Act (“PAGA”).

16 7. The Court also has jurisdiction over Defendants because Defendants do business
17 in the state of California, are authorized to do business in California, and are registered with the
18 California Secretary of State. Further, Defendants employ California residents. Therefore, the
19 assumption of jurisdiction over Defendants will not offend traditional notions of fair play and
20 substantial justice and is consistent with the constitutional requirements of due process.
21 Defendants had and continue to have continuous and systematic contacts with the State of
22 California sufficient to establish general jurisdiction over it.

23 8. Venue as to Defendants is proper in this judicial district, pursuant to Code of Civil
24 Procedure § 395(a) and Labor Code § 925. Upon information and belief, the obligations and
25 liabilities giving rise to this lawsuit occurred at least in part in San Diego County; Defendants
26 maintain and operate company offices and facilities in San Diego County; and Defendants
27 employed Plaintiff and other Aggrieved Employees and Class Members throughout California.

PARTIES

9. Plaintiff Tricette DePaul is an individual over the age of eighteen and resides in Chino, California. Plaintiff DePaul worked for Defendants as an Escrow Officer in California from May 2024 to October 2025.

10. Class Members include the individuals defined in Paragraph 1 above.

11. The Aggrieved Employees include the individuals defined in Paragraph 2 above.

12. Defendant New Venture Escrow, Inc. is a California corporation that conducts business throughout California. New Venture Escrow's principal place of business in California is located at 3638 Camino Del Rio N., Suite 300, San Diego, California 92108.

13. Plaintiff is currently unaware of the true names and capacities of the defendants sued by the fictitious names DOES 1 through 10, inclusive, and, therefore, sues those defendants by fictitious names. Plaintiff alleges on information and belief that each of the DOE defendants is responsible or liable in some manner for the conduct alleged in the complaint and that Plaintiff's damages as herein alleged were proximately caused by those DOE defendants. Plaintiff will amend this complaint to allege the true names and capacities of such fictitiously named defendants when they are ascertained.

14. Plaintiff alleges on information and belief that, at all times herein mentioned, each of the defendants was the agent, servant and employee of each of the other defendants, and in connection with the conduct hereinafter alleged, was acting within the scope of such agency and employment, and each defendant ratified each and every act, omission and thing done by each and every other defendant named herein.

15. Defendants New Venture Escrow and DOES 1 through 10 will be referred to hereafter, collectively, as "Defendants."

16. The unlawful acts alleged in this Complaint are committed by Defendants and/or Defendants' officers, agents, employees, or representatives, while actively engaged in the management of Defendants' businesses or affairs and with the authorization of the Defendants.

17. At all material times, Defendants have been employers under California law.

Defendants have done business under the laws of California and have employed Class Members in this County and elsewhere in California.

18. At all material times, the unlawful conduct against Plaintiff and Class Members as described in this Complaint was actuated, in whole or in part, by a purpose to serve Defendants. At all relevant times, the unlawful conduct described in this Complaint was reasonably foreseeable by Defendants and committed under actual or apparent authority granted by Defendants such that all unlawful conduct is legally attributable to Defendants.

19. Plaintiff and Class Members, as defined above, were and are employees of Defendants within the meaning of California state law and the California Labor Code §§ 500-558.

FACTUAL BACKGROUND

20. Plaintiff incorporates herein by reference the allegations set forth above.

21. Defendant New Venture Escrow is an independent escrow company that operates multiple branches throughout California, including in Carlsbad, Chula Vista, Laguna Niguel, Temecula, Rancho Mirage, and Sherman Oaks.

22. Plaintiff DePaul was employed by Defendants in California as an Escrow Officer from May 2024 to October 2025.

23. At all relevant times, Defendants have operated a willful and intentional scheme to deprive Plaintiff, Class Members, and Aggrieved Employees of overtime compensation by uniformly classifying Escrow Officers, including Plaintiff, as exempt from federal and state overtime provisions, despite their job duties being primary “production” in nature.

24. Defendants uniformly misrepresented to Plaintiff, Class Members, and Aggrieved Employees that they were salaried employees exempt from overtime pay. In reality, they were non-exempt production employees who performed the core day-to-day services provided by Defendants and were entitled to all protections, including overtime compensation, under the California Labor Code.

25. Escrow Officers act as third-party agents who facilitate real estate transactions by

1 managing funds, preparing standardized documents, ensuring contractual compliance, and
2 coordinating communication between buyers, sellers, and lenders.

3 26. The primary duty of Escrow Officers consists of routine work, dictated by
4 detailed internal guidelines and standardized software workflows enforced by Defendants.
5 Escrow Officers lack authority to deviate from internal instructions, state regulations, and the
6 specific closing instructions provided by the parties to a transaction, and therefore, do not
7 exercise “discretion and independent judgment” with respect to matters of significance as
8 defined by California law.

9 27. Escrow Officers primarily performed non-exempt duties, including operating
10 escrow accounts; calculating taxes and fees; reviewing titles; coordinating with agents, lenders,
11 and clients; and preparing ownership transfer documents. These primary duties are repetitive,
12 clerical, and production-oriented, and they do not vary significantly from one Escrow Officer to
13 another.

14 28. The primary duties of Escrow Officers do not fall under any exemptions under
15 federal or state overtime laws.

16 29. Escrow Officers are not administrators of Defendants’ general business
17 operations or makers of Defendants’ overarching policies. Their work is the “product”
18 Defendants sell, not the “management” of the company. They do not formulate or interpret
19 management policies, nor did they have the power to hire, fire, or bind Defendants to significant
20 financial obligations without prior supervisory approval.

21 30. Escrow Officers are not learned professionals because their work does not require
22 advanced knowledge in a field of science or learning customarily acquired by a prolonged course
23 of specialized intellectual instruction, as those terms are defined in federal and state law.

24 31. Escrow Officers perform no sales but instead perform “production” work,
25 consisting of processing the paperwork and funds for real estate transaction—which constitutes
26 the very service New Venture Escrow offers to the public.

27 32. To meet Defendants’ requirements, Plaintiff, Class Members, and Aggrieved
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1 Employees were required to work long hours, including overtime hours, to complete their job
2 responsibilities and meet Defendants' productivity standards.

3 33. Plaintiff, Class Members, and Aggrieved Employees routinely worked in excess
4 of forty (40) hours per week for Defendants without receiving proper overtime pay.

5 34. Plaintiff regularly worked more than eight (8) hours in a day and more than forty
6 (40) hours per week. Plaintiff's typical schedule was 8:00 AM to 5:00 PM, Monday through
7 Friday, supplemented by frequent after-hours correspondence with clients to ensure timely
8 closings.

9 35. As a result of Defendants' misclassification of Plaintiff, Class Members, and
10 Aggrieved Employees as exempt employees, Defendants did not pay them overtime and/or
11 double time compensation for all hours worked over eight (8) in a day, twelve (12) in a day, or
12 forty (40) in a week.

13 36. Instead, Defendants paid Plaintiff a base salary and commissions, failing to
14 calculate and pay the "regular rate of pay" for overtime hours. Under California law, this rate
15 must include both the base salary and all nondiscretionary productivity pay, such as
16 commissions, earned during the pay period.

17 37. At all relevant times, Defendants regularly failed to authorize and permit Plaintiff,
18 Class Members, and Aggrieved Employees to take compliant meal periods and rest breaks.
19 Specifically, due to the high-volume nature of escrow production, Defendants failed to provide
20 thirty-minute, off-duty, meal periods (and two meal periods when shifts exceeded ten hours) and
21 ten-minute, off-duty, paid rest breaks.

22 38. Despite these violations, Defendants failed to pay premium wages for days on
23 which they failed to provide Plaintiff, Class Members, and Aggrieved Employees with compliant
24 meal and rest periods.

25 39. Indeed, Defendants regularly failed to provide Plaintiff with compliant meal
26 periods by failing to provide a meal period within the first five (5) hours when Plaintiff worked
27 ten (10) or more hours in a day, and failed to provide a second meal period when Plaintiff worked
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1 ten (10) or more hours in a day.

2 40. As a result of the above violations, Plaintiff, Class Members, and Aggrieved
3 Employees did not receive all wages during employment and following separation from
4 employment, including overtime and double-time wages as well as unpaid premiums for non-
5 compliant meal and rest breaks.

6 41. Further, at all times relevant, Defendants failed to reimburse Plaintiff, Class
7 Members, and Aggrieved Employees for necessary business expenses, including the use of
8 personal cellular phones used to conduct business calls with clients.

9 42. Additionally, Defendants failed to make payments on a company-provided toll
10 sticker as agreed, causing Plaintiff to personally incur those costs.

11 43. At all times relevant, Defendants also failed to issue Plaintiff, Class Members,
12 and Aggrieved Employees complete and accurate wage statements because it did not properly
13 and accurately itemize each Class Member's gross wages earned, net wages earned, the total
14 hours worked, the corresponding number of hours worked at each rate by the Plaintiff, Class
15 Member, and Aggrieved Employee, and expense reimbursements. Specifically, Defendants
16 failed to state in the wage statements it issued to Plaintiff, Class Members, and Aggrieved
17 Employees all their hours worked and wages earned.

18 44. Defendants knowingly and intentionally failed to state on the wage statement
19 issued to Plaintiff and Class Members the unpaid wages discussed above.

20 45. Because Defendants failed to compensate Plaintiff, Class Members, and
21 Aggrieved Employees for all hours worked at the correct rates of pay, including all overtime
22 wages earned, all double-time wages earned, all meal period premium wages earned, and all rest
23 break premium wages earned, Defendants also failed to accurately maintain all employment
24 records.

25 46. Plaintiff is informed, believes, and thereon alleges that Defendants' unlawful
26 conduct has been widespread, repeated, and consistent throughout Defendants' locations.

27 47. Defendants' conduct is and/or was willful, carried out in bad faith, and caused
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1 significant penalties in an amount to be determined at trial.

2 **CLASS ACTION ALLEGATIONS**

3 48. Plaintiff brings this action as a class action pursuant California Code of Civil
4 Procedure § 382 on behalf of herself and the California Class as defined above.

5 49. This action has been brought and may properly be maintained as a class action
6 under the provision of Code of Civil Procedure section 382 because there is a well-defined
7 community of interest in the litigation and the proposed Class is easily ascertainable.

8 50. The members of the California Class are so numerous and dispersed that joinder
9 of all the members is impracticable. Upon information and belief, there are more than forty (40)
10 members of the California Class.

11 51. Plaintiff will fairly and adequately represent and protect the interests of the
12 California Class because there is no conflict between the claims of Plaintiff and those of the
13 California Class, and Plaintiff's claims are typical of the claims of the California Class.
14 Plaintiff's undersigned counsel is competent and experienced in litigating class actions and other
15 complex litigation matters, including wage and hour cases like the one at bar.

16 52. There are questions of law and fact common to the proposed California Class,
17 which predominate over any questions affecting only individual Class Members, including,
18 without limitation: whether Defendants have violated and continues to violate California state
19 law through their policies and practices of misclassifying Plaintiff and the California Class as
20 non-exempt and not timely paying them proper compensation for all hours worked, including
21 overtime compensation, meal and rest break premiums, and expense reimbursements.

22 53. Plaintiff's claims are typical of the claims of the California Class in the following
23 ways, without limitation: (a) Plaintiff is a member of the California Class; (b) Plaintiff's claims
24 arise out of the same policies, practices and course of conduct that form the basis of the claims
25 of the California Class; (c) Plaintiff's claims are based on the same legal and remedial theories
26 as those of the California Class and involve similar factual circumstances; (d) there are no
27 conflicts between the interests of Plaintiff and the California Class; and (e) the injuries suffered
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1 by Plaintiff are similar to the injuries suffered by the California Class Members.

2 54. Class action treatment is superior to the alternatives for the fair and efficient
3 adjudication of the controversy alleged herein. Individual joinder of all Class Members is not
4 practicable, and questions of law and fact common to Class Members predominate over any
5 questions affecting only individual Class Members. Class Members, as further described therein,
6 have been damaged and are entitled to recovery by reason of Defendants' illegal policy and/or
7 practices, including, without limitation, occasionally failing to pay overtime wages and
8 minimum wages; at times failing to provide meal and rest breaks or compensation in lieu thereof;
9 failing to provide accurate wage statements; occasionally failing to pay all wages due upon
10 termination and/or resignation; and at times failing to reimburse expenses incurred in furtherance
11 of work duties.

12 55. Class action treatment will permit a large number of similarly situated persons to
13 prosecute their common claims in a single forum simultaneously, efficiently, and without the
14 duplication of effort and expense that numerous individual actions would entail. No difficulties
15 are likely to be encountered in the management of this class action that would preclude its
16 maintenance as a class action, and no superior alternative exists for the fair and efficient
17 adjudication of this controversy. Further, the amounts at stake for many of the Class Members,
18 while substantial, are not great enough to enable them to maintain separate suits against
19 Defendants.

20 56. The Class is readily identifiable from Defendants' own employment records.
21 Prosecution of separate actions by individual members of the Class would create the risk of
22 inconsistent or varying adjudications with respect to individual Class Members that would
23 establish incompatible standards of conduct for Defendants.

24 57. Without a class action, Defendants will retain the benefit of their wrongdoing,
25 which will result in further damages to Plaintiff and the Class. Plaintiff envisions no difficulty
26 in the management of this action as a class action.

27 **FIRST CAUSE OF ACTION**
28 **Failure to Provide Overtime Premium Pay**

Cal. Lab. Code §§ 200, 510, 511, 1194, 1194.2
Cal. Code Regs. tit. 8, § 11090
(On Behalf of Plaintiff and the California Class)

58. Plaintiff re-alleges and incorporates the foregoing paragraphs as though fully set forth herein.

59. California Labor Code § 510(a) provides, in relevant part, as follows:

Eight hours of labor constitutes a day's work. Any work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek and the first eight hours worked on the seventh day of work in any one workweek shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee.

60. California Labor Code § 511(b) provides:

An overtime rate of compensation of no less than double the regular rate of pay of the employee shall be paid for any work in excess of 12 hours per day and for any work in excess of eight hours on those days worked beyond the regularly scheduled workdays established by the alternative workweek agreement.

61. California Labor Code § 1194(a) provides as follows:

Notwithstanding any agreement to work for a lesser wage, any employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime compensation, including interest thereon, reasonable attorney's fees, and costs of suit.

62. California Labor Code § 200 defines wages as "all amounts for labor performed by employees of every description, whether the amount is fixed or ascertained by the standard of time, task, piece, commission basis or other method of calculation." All such wages are subject to California's overtime requirements, including those set forth above.

63. Pursuant to California Labor Code § 1198, the Industrial Welfare Commission provides the maximum hours of work and standard conditions of labor for California employees.

64. Section 3(A) of IWC Wage Order No. 9-2001 provides in pertinent part: ". . . employees shall not be employed more than eight (8) hours in any workday or more than 40 hours in any workweek unless the employee receives one and one-half (1 ½) times such employee's regular rate of pay for all hours worked over 40 hours in the workweek."

1 65. Plaintiff and Class Members have worked over eight (8) hours in a day, over
2 twelve (12) hours in a day, and over forty (40) hours in a week without being paid overtime
3 premiums in violation of the California Labor Code, applicable IWC Wage Orders, and other
4 applicable law.

5 66. Defendants required Plaintiff and Class Members to perform non-exempt work,
6 including unpaid overtime work, and knowingly and willfully refused to perform its obligations
7 to compensation Plaintiff and Class Members for all premium wages for overtime work.

8 67. As a direct and proximate result of the aforementioned violations, Defendants
9 damaged Plaintiff and Class Members in amounts to be determined according to proof at time
10 of trial, but in an amount in excess of the jurisdictional requirements of this Court.

11 68. Accordingly, Plaintiff and Class Members are entitled to recover, and hereby
12 seek, the unpaid balance of the full amount of deprived overtime premium pay earned for
13 overtime hours worked, pre- and post-judgment interest, applicable penalties, attorneys' fees,
14 costs of suit, and any further equitable relief this Court may deem just and proper. *See* Cal. Lab.
15 Code § 1194; *see also*, Cal. Civ. Proc. Code § 1021.5.

16 69. Wherefore, Plaintiff and the California Class request relief as hereinafter
17 provided.

18 **SECOND CAUSE OF ACTION**
19 **Failure to Authorize, Permit and/or Make Available Meal and Rest Periods**
20 **Cal. Lab. Code §§ 226.7, 512**
 Cal. Code Regs. tit. 8, § 11090
21 **(On Behalf of Plaintiff and the California Class)**

22 70. Plaintiff re-alleges and incorporates the foregoing paragraphs as though fully set
23 forth herein.

24 71. California Labor Code §§ 226.7 and 512 and the applicable IWC Wage Orders
25 require Defendants to authorize, permit, and/or make available timely and compliant meal and
26 rest periods to its employees. Labor Code §§ 226.7 and 512 and the IWC Wage Orders prohibit
27 employers from employing an employee for more than five (5) hours without a meal period of
28 not less than thirty (30) minutes, and from employing an employee more than ten (10) hours per

1 day without providing the employee with a second meal period of not less than thirty (30)
2 minutes. Section 226.7 and the applicable Wage Orders also require employers to authorize and
3 permit employees to take ten (10) minutes of net rest time per four (4) hours, or major fraction
4 thereof of work, and to pay employees their full wages during those rest periods. Unless the
5 employee is relieved of all duty during the thirty-minute meal period and ten-minute rest period,
6 the employee is considered “on duty” and the meal or rest period is counted as time worked
7 under the applicable wage orders.

8 72. Under Labor Code § 226.7(b) and the applicable Wage Orders, an employer who
9 fails to authorize and permit a required meal period must, as compensation, pay the employee
10 one (1) hour of pay at the employee’s regular rate of compensation for each workday that the
11 meal period is not authorized and permitted. Similarly, an employer must pay an employee
12 denied a required rest period one (1) hour of pay at the employee’s regular rate of compensation
13 for each workday that the rest period is not authorized and permitted.

14 73. Pursuant to California Labor Code § 1198, the Industrial Welfare Commission
15 provides the maximum hours of work and standard conditions of labor for California employees.

16 74. Section 11 of IWC Wage Order No. 9-2001 provides in pertinent part:

17 (A) No employer shall employ any person for a work period of more than
18 five (5) hours without a meal period of not less than 30 minutes . . .

19 (B) An employer may not employ an employee for a work period of more
20 than ten (10) hours per day without providing the employee with a second
21 meal period of not less than 30 minutes . . .

22 (C) Unless the employee is relieved of all duty during a 30-minute meal
23 period, the meal period shall be considered an “on duty” meal period and
24 counted as time worked.

25 75. Despite these requirements, Defendants failed to authorize and permit Plaintiff
26 and Class Members to take the timely and compliant off-duty meal periods to which they are
27 entitled. Plaintiff and Class Members routinely worked through their meal and rest periods.

28 76. Despite failing to provide Plaintiff and Class Members required uninterrupted
off-duty meal periods, Defendants’ standardized policies, practices and procedures

1 systematically denied Plaintiff and Class Members proper premium pay at the rate of one (1)
2 hour of pay at their regular pay rates for each non-compliant meal period.

3 77. Accordingly, Plaintiff and Class Members seek compensation for Defendants'
4 failure to authorize and permit meal and rest periods, plus interest, attorneys' fees, expenses, and
5 costs of suit, and further request relief as hereafter provided.

6 78. Wherefore, Plaintiff and the California Class request relief as hereinafter
7 provided.

8 **THIRD CAUSE OF ACTION**
9 **Failure to Reimburse Employee for Work Related Expenses**
10 **Cal. Lab. Code § 2802**
11 **(On Behalf of Plaintiff and the California Class)**

12 79. Plaintiff re-alleges and incorporates the foregoing paragraphs as though fully set
13 forth herein.

14 80. California Labor Code § 2802(a) provides:

15 An employer shall indemnify his or her employee for all necessary
16 expenditures or losses incurred by the employee in direct consequence of
17 the discharge of his or her duties, or of his or her obedience to the
18 directions of the employer, even though unlawful, unless the employee, at
19 the time of obeying the directions, believed them to be unlawful.

20 81. While acting on the direct instruction of Defendants and discharging their duties
21 for Defendants, Plaintiff and Class Members were required to use their personal mobile phones
22 to perform work-related tasks throughout the day, including corresponding with clients, lenders,
23 and supervisors. Plaintiff also utilized a company-provided toll sticker in which Defendants
24 failed to make payments on, as agreed. As a result, Plaintiff and Class Members have incurred
25 work-related expenses to pay their mobile phone carriers for the network access and call, text,
26 and data services necessary to carry out their job duties for Defendants and work-relate expenses
27 to pay their toll stickers provided by the company for work-related commutes, both of which
28 Defendants, as a matter of policy, did not reimburse.

82. Defendants willfully refused, and continues to refuse, to indemnify Plaintiff and
the California Class for losses incurred in direct consequence of the discharge of their duties for

Defendants, Defendants has violated California Labor Code § 2802.

83. As a direct and proximate result of Defendants' conduct, Plaintiff and the California Class have suffered substantial losses.

84. By unlawfully failing to reimburse Plaintiff and Class Members' business expenses, Defendants are liable for reasonable attorneys' fees and costs under California Labor Code § 2802(c).

85. Wherefore, Plaintiff and the California Class request relief as hereinafter provided.

FOURTH CAUSE OF ACTION
Failure to Provide and Maintain Accurate and Compliant Wage Records
Cal. Lab. Code §§ 226, 1174
(On Behalf of Plaintiff and the California Class)

86. Plaintiff re-alleges and incorporates the foregoing paragraphs as though fully set forth herein.

87. California Labor Code § 1174, which pertains to recordkeeping, states in relevant part:

Every person employing labor in this state shall:

(d) Keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept in accordance with rules established for this purpose by the commission, but in any case shall be kept on file for not less than three years. An employer shall not prohibit an employee from maintaining a personal record of hours worked, or, if paid on a piece-rate basis, piece-rate units earned.

88. California Labor Code § 226(a) provides as follows:

Every employer shall, semimonthly or at the time of each payment of wages, furnish each of his or her employees, either as a detachable part of the check, draft, or voucher paying the employee's wages, or separately when wages are paid by personal check or cash, an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee, except for any employee whose compensation is solely based on a salary and who is exempt from payment of overtime under subdivision (a) of Section 515 or any applicable order of the Industrial Welfare Commission, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of

the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and his or her social security number, (8) the name and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. The deductions made from payments of wages shall be recorded in ink or other indelible form, properly dated, showing the month, day, and year, and a copy of the statement or a record of the deductions shall be kept on file by the employer for at least four years at the place of employment or at a central location within the State of California.

89. California Labor Code § 226(e) provides:

An employee suffering injury as a result of a knowing and intentional failure by an employer to comply with subdivision (a) is entitled to recover the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars (\$100) per employee for each violation in a subsequent pay period, not exceeding an aggregate penalty of four thousand dollars (\$4,000), and is entitled to an award of costs and reasonable attorney's fees.

90. Defendants failed and continue to fail to provide timely, accurate, itemized wage statements to Plaintiff and Class Members in accordance with Labor Code § 226(a) and the relevant IWC Wage Orders. In particular, the wage statements that Defendants provide to employees, including Plaintiff and Class Members, do not accurately reflect the actual hours worked, actual gross wages earned, or actual net wages earned.

91. Defendants' failure to comply with Labor Code § 226(a) was and continues to be knowing and intentional.

92. Plaintiff and Class Members suffered injury as a result of Defendants' knowing and intentional failure to maintain and provide accurate, itemized wage statements to Plaintiff and Class Members in accordance with Labor Code §§ 226(a) and 1174. In particular, the injury stemming from Defendants' violations is evidenced by this live and active dispute regarding unpaid wages, including overtime pay, between the Parties. As a result of Defendants' violations, Plaintiff and Class Members are required to undertake the difficult task of attempting to reconstruct Defendants' incomplete and inaccurate time and pay records to ensure that they are paid for all hours worked as required by California law.

93. Defendants are liable to Plaintiff and Class Members alleged herein for the amounts described above in addition to the civil penalties set forth below, with interest thereon. Furthermore, Plaintiff and Class are entitled to an award of attorneys' fees and costs as set forth below.

94. Wherefore, Plaintiff and the California Class request relief as hereinafter provided.

FIFTH CAUSE OF ACTION
Waiting Time Penalties Cal. Lab. Code §§ 201-203
(On Behalf of Plaintiff and the California Class)

95. Plaintiff re-alleges and incorporates the foregoing paragraphs as though fully set forth herein.

96. California Labor Code § 201 provides:

If an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately.

97. California Labor Code § 202 provides:

If an employee not having a written contract for a definite period quits his or her employment, his or her wages shall become due and payable not later than 72 hours thereafter, unless the employee has given 72 hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

98. California Labor Code § 203 provides, in relevant part:

If an employer willfully fails to pay, without abatement or reduction, in accordance with Sections 201, 201.5, 202, and 205.5, any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefore is commenced; but the wages shall not continue for more than 30 days.

99. Plaintiff and some of the Class Members have left their employment with the Defendants during the statutory period, at which time the Defendants owed them unpaid wages. These earned unpaid wages derive from time spent working through their meal and rest breaks, from time spent outside of their scheduled and paid shifts performing other work-related activities, and overtime compensation that was not accounted for in the performance of off-the-

1 clock work.

2 100. Defendants willfully refused, and continue to refuse, to provide Plaintiff and
3 Class Members with meal and rest period premium pay and with payment for off-the-clock work
4 performed. Defendants are aware that Plaintiff and the Class Members regularly miss or have
5 interrupted their meal and rest breaks as a result of Defendants' unlawful policies and practices,
6 but Defendants nevertheless refuse to authorize premium pay for missed or interrupted meal and
7 rest periods.

8 101. As such, Defendants willfully refused and continue to refuse to pay Plaintiff and
9 those members of California Class that left their employment with the Defendants all the wages
10 that were due and owing them upon the end of their employment. As a result of Defendants'
11 actions, Plaintiff and Class Members suffered and continue to suffer substantial losses, including
12 lost earnings and interest.

13 102. Defendants' willful failure to pay the former employees the wages due and owed
14 to them constitutes a violation of Labor Code §§ 201-202. As a result, Defendants are liable to
15 them for all penalties owing pursuant to Labor Code §§ 201-203.

16 103. In addition, Labor Code § 203 provides that an employee's wages will continue
17 as a penalty up to thirty (30) days from the time the wages were due. Therefore, the former
18 employees are entitled to penalties pursuant to Labor Code § 203, plus interest.

19 104. Wherefore, Plaintiff and the California Class request relief as hereinafter
20 provided.

21 **SIXTH CAUSE OF ACTION**
22 **Violation of California's Unfair Business Practices Cal.**
23 **Business & Professions Code §§ 17200, *et seq.***
(On Behalf of Plaintiff and the California Class)

24 105. Plaintiff re-alleges and incorporates the foregoing paragraphs as though fully set
25 forth herein.

26 106. California Business and Professions Code §§ 17200, *et seq.* prohibits unfair
27 competition in the form of any unlawful, unfair, or fraudulent business acts or practices.
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1 107. “[U]nfair competition shall mean and include any unlawful, unfair or fraudulent
2 business act or practice.” Cal. Bus. & Prof. Code § 17200.

3 108. “[T]he term person shall mean and include natural persons, corporations, firms,
4 partnerships, joint stock companies, associations and other organizations of persons.” Cal. Bus.
5 & Prof. Code § 17201.

6 109. California Business & Professions Code § 17203 provides that the Court may
7 make such orders or judgements as may be necessary to prevent the use or employment by any
8 person of any practice which constitutes unfair competition.

9 110. As a direct and proximate result of the aforementioned acts and practices, Plaintiff
10 and the California Class have suffered a loss of money and property, in the form of unpaid wages
11 which are due and payable to them.

12 111. Business and Professions Code § 17206 provides that the Court may restore to
13 any person in interest any money or property which may have been acquired by means of such
14 unfair competition. Plaintiff and the California Class are entitled to restitution pursuant to
15 Business and Professions Code § 17203 for all wages and payments unlawfully withheld from
16 employees during the four-year period prior to the filing of this Complaint.

17 112. California Business and Professions Code § 17204 allows a person injured by the
18 unfair business acts or practices to prosecute a civil action for violation of the UCL.

19 113. California Labor Code § 90.5(a) states that it is the public policy of California to
20 vigorously enforce minimum labor standards in order to ensure employees are not required to
21 work under substandard and unlawful conditions, and to protect employers who comply with the
22 law from those who attempt to gain competitive advantage at the expense of their workers by
23 failing to comply with minimum labor standards.

24 114. Defendants’ standardized acts and practices described throughout constitute
25 unfair, unlawful, and fraudulent business practices and unfair competition, within the meaning
26 of the UCL. These acts and practices have, inter alia, taken from Plaintiff and the California
27 Class wages rightfully earned by them, while enabling the Defendants to gain an unfair
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1 competitive advantage over law-abiding employers and competitors.

2 115. As a direct and proximate result of the aforementioned acts and practices, Plaintiff
3 and the California Class have suffered a loss of money and property, in the form of unpaid wages
4 which are due and payable to them.

5 116. Plaintiff's success in this action will enforce important rights affecting the public
6 interest and, in that regard, Plaintiff sues on behalf of themselves, and others similarly situated.
7 Plaintiff and the California Class seek and are entitled to unpaid wages, declaratory relief, and
8 all other equitable remedies owing to them. Attorneys' fees are appropriate pursuant to Code of
9 Civil Procedure § 1021.5 and otherwise.

10 117. Wherefore, Plaintiff and the California Class request relief as hereinafter
11 provided.

12 **SEVENTH CAUSE OF ACTION**
13 **CIVIL PENALTIES**
14 **(Lab. Code §§ 2698, *et seq.*)**
(On Behalf of Plaintiff and Aggrieved Employees)

15 118. Plaintiff incorporates all paragraphs of this Complaint as if fully alleged herein.

16 119. At all relevant times, Plaintiff and the Aggrieved Employees have been non-
17 exempt employees entitled to the protections of both the Labor Code and the Wage Order.

18 120. At all relevant times during the applicable limitations period, Defendants required
19 Plaintiff and the Aggrieved Employees to work over eight (8) and twelve (12) in a day and over
20 forty (40) in a week. Defendants, however, as a result of their misclassification of Plaintiff and
21 Aggrieved Employees, failed to pay overtime and/or double time premiums for all hours worked
22 over eight (8) in a day, twelve (12) in a day, or forty (40) in a week by failing to pay overtime.

23 121. Plaintiff is informed and believes and thereon alleges that, at all relevant times,
24 Defendants maintained a policy and/or practice, or lack thereof, which resulted in Defendants'
25 failure to compensate Plaintiff and the other Aggrieved Employees for all hours worked at the
26 correct rates of pay required by California law.

27 122. Pursuant to California Labor Code § 512 and the Wage Order, the Aggrieved
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1 Employees are entitled to uninterrupted meal periods of at least 30 minutes for each day they
2 worked five or more hours. Pursuant to California Labor Code § 512, they are also entitled to a
3 second 30-minute meal period when they worked more than 10 hours in a workday.

4 123. Pursuant to the Wage Order, the Aggrieved Employees are entitled to be provided
5 with rest breaks of at least ten minutes for each four-hour period of work, or major fraction
6 thereof.

7 124. Defendants intentionally failed to provide the Aggrieved Employees with all
8 required 30-minute duty free meal periods and 10-minute rest periods free from any work duties
9 in accordance with the Wage Order.

10 125. At all relevant times, Defendants failed to provide the Aggrieved Employees with
11 all timely meal periods. Defendants denied the Aggrieved Employees their 30-minute off-duty
12 meal period within the first five hours of work and a second meal period when Aggrieved
13 Employees worked shifts in excess of 10 hours. Furthermore, Defendants failed to pay premium
14 wages for days on which they failed to provide the Aggrieved Employees with timely meal
15 periods.

16 126. At all relevant times, Defendants failed to authorize and permit the Aggrieved
17 Employees to take ten-minute, paid, duty-free rest breaks every four hours worked or major
18 fraction thereof. Defendants did not seek an exemption from the rest period protections of the
19 Wage Order from the California Division of Labor Standards Enforcement. Moreover,
20 Defendants failed to pay the Aggrieved Employees premium wages on workdays Defendants
21 failed to provide the Aggrieved Employees with 10-minute rest periods every four hours worked
22 or major fraction thereof.

23 127. Plaintiff is informed and believes and thereon alleges that, at all relevant times
24 within the applicable limitations period, Defendants had a policy, practice, or a lack of a policy
25 which resulted in Defendants not providing the Plaintiff and the Aggrieved Employees with all
26 off-duty meal periods and rest breaks required by California law.

27 128. Labor Code § 2802(a) states, “An employer shall indemnify his or her
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1 employee[s] for all necessary expenditures incurred by the employee in direct consequence of
2 the discharge of his or her duties.”

3 129. At all relevant times, Defendants required Plaintiff and Aggrieved Employees to
4 purchase and/or use their own personal cell phones for business purposes. Further, Defendants
5 issued Plaintiff a toll sticker to use for her commute to Defendant’s office location, with the
6 understanding Defendants would make payments on same. Defendants, however, did not
7 reimburse Plaintiff and Aggrieved Employees for these necessary business expenses.

8 130. Pursuant to California Labor Code § 226(a), Plaintiff and the Aggrieved
9 Employees were entitled to receive, bi-weekly or at the time of each payment of wages, an
10 accurate itemized statement showing: a) gross wages earned; b) net wages earned; c) all
11 applicable hourly rates in effect during the pay period; and d) the corresponding number of hours
12 worked at each hourly rate by the employee.

13 131. As alleged herein, at all relevant times during the applicable limitations period,
14 Defendants violated Labor Code § 226 because they did not properly and accurately itemize each
15 employee’s gross wages earned, net wages earned, the total hours worked, the corresponding
16 number of hours worked at each rate by the employee and other requirements of Labor Code §
17 226. Defendants failed to state in the wage statements they issued to Plaintiff and the other
18 Aggrieved Employees all their hours worked and wages earned at the correct rates of pay,
19 including all minimum wages earned, all regular wages earned, all overtime wages earned, all
20 double-time wages earned, all meal period premium wages earned, and all rest break premium
21 wages earned.

22 132. Defendants’ failure to provide Plaintiff and the other Aggrieved Employees with
23 accurate wage statements was knowing and intentional. Defendants had the ability to provide
24 Plaintiff and the other Aggrieved Employees with accurate wage statements but intentionally
25 provided wage statements that Defendants knew were not accurate.

26 133. As a result of being provided with inaccurate wage statements by Defendants,
27 Plaintiff and the other Aggrieved Employees have suffered injury. Their legal rights to receive
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1 accurate wage statements were violated and they were misled about the amount of wages they
2 had actually earned and were owed. In addition, the absence of accurate information on their
3 wage statements prevented immediate challenges to Defendants' unlawful pay practices, has
4 required discovery and mathematical computations to determine the amounts of wages owed,
5 has caused difficulty and expense in attempting to reconstruct time and pay records and/or has
6 led to the submission of inaccurate information about wages to state and federal government
7 agencies. Further, Plaintiff and the other Aggrieved Employees were not able to ascertain from
8 the wage statements whether Defendants complied with their obligations under Labor Code
9 § 226(a).

10 134. Defendants failed to compensate Plaintiff and the Aggrieved Employees for
11 wages earned, including minimum wages, regular wages, overtime wages, double-time wages,
12 unprovided meal period premium wages, unprovided rest break premium wages, at the intervals
13 stated above. As a result, Defendants failed to timely pay all earned wages due during
14 employment within the time periods set by Labor Code § 204.

15 135. Defendants paid wages to employees on regular intervals. Defendants failed to
16 pay Plaintiff on such intervals for all wages earned and all hours worked. On information and
17 belief, Plaintiff alleges that Defendants also failed to pay the Aggrieved Employees on such
18 intervals for all wages earned and all hours worked.

19 136. Labor Code § 201 provides that all earned and unpaid wages of an employee who
20 is discharged are due and payable immediately at the time of discharge.

21 137. Labor Code § 202 provides that all earned and unpaid wages of an employee who
22 quits after providing at least 72-hours notice before quitting are due and payable at the time of
23 quitting and that all earned and unpaid wages of an employee who quits without providing at
24 least 72-hours notice before quitting are due and payable within 72 hours.

25 138. By failing to pay earned minimum, overtime, and premium wages to Plaintiff and
26 the Aggrieved Employees, Defendants failed to timely pay them all earned and unpaid wages in
27 violation of Labor Code § 201 or § 202.

1 139. Under Labor Code § 203, if an employer willfully fails to pay without abatement
2 or reduction, in accordance with §§ 201 and 202, the wages of an employee who is discharged
3 or who quits, the wages of the employee shall continue as a penalty from the due date thereof at
4 the same rate until paid or until an action therefor is commenced; but the wages shall not continue
5 for more than 30 days.

6 140. Plaintiff is informed and believes that Defendants' failures to timely pay Plaintiff
7 and the Aggrieved Employees all of their earned and unpaid wages (described above) have been
8 willful in that, at all relevant times, Defendants has deliberately maintained policies and practices
9 that violate the requirements of the Labor Code and the Wage Order, even though at all relevant
10 times, they have had the ability to comply with those legal requirements.

11 141. As a result of the aforementioned, on information and belief, Defendants have
12 willfully failed to maintain the records required by Labor Code § 1174 and Wage Order,
13 including, but not limited to, the total premium wages earned for missed meal and rest periods,
14 and records pertaining to all unpaid hours worked by Plaintiff and the Aggrieved Employees.

15 **CIVIL PENALTIES SOUGHT**

16 142. During the applicable time period, Defendants violated California Labor Code
17 §§ 201, 202, 203, 204, 226(a), 226.7, 510, 512, 1174, 1194, 1197, 1198, and 2802.

18 143. California Labor Code §§ 2699(a) and (g) authorize an aggrieved employee, on
19 behalf of themselves and other current or former employees, to bring a civil action to recover
20 civil penalties pursuant to the procedures specified in California Labor Code § 2699.3.

21 144. Pursuant to California Labor Code §§ 2699(a) and (f), Plaintiff and the Aggrieved
22 Employees are entitled to recover civil penalties for each of the Defendants' violations of
23 California Labor Code §§ 201, 202, 203, 204, 226(a), 226.7, 510, 512, 1174, 1194, 1197, 1198,
24 2802 during the applicable limitations period in the following amounts:

25 A. For violations of California Labor Code §§ 201 and 204, one hundred dollars
26 (\$100.00) for each aggrieved employee for each initial violation and two hundred dollars
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1 (\$200.00) for each aggrieved employee for each subsequent, willful or intentional violation
2 (penalty amounts established by California Labor Code § 210).

3 B. For violations of California Labor Code § 226(a), two hundred fifty dollars
4 (\$250.00) per employee for initial violation and one thousand dollars (\$1,000.00) per employee
5 for each subsequent violation (penalty amounts established by California Labor Code § 226.3).

6 C. For violations of California Labor Code §§ 510 and 512, fifty dollars (\$50.00) for
7 each aggrieved employee for each initial violation for pay period for which the employee was
8 underpaid and one hundred dollars (\$100.00) for each underpaid employee for each pay period
9 for which the employee was underpaid (penalty amounts established by California Labor Code
10 § 558).

11 D. For violations of California Labor Code § 2802, \$100 for each aggrieved
12 employee for each initial violation of Labor Code § 2802, and \$200 for each aggrieved employee
13 for each subsequent violation, per pay period (penalties amounts established by Labor Code §
14 2699(f)(2)).

15 E. For violations of California Labor Code § 1174, five hundred dollars (\$500.00)
16 for each Aggrieved Employee for each initial violation (penalty amounts established by Labor
17 Code § 1174.5).

18 F. For violations of California Labor Code § 1197, one hundred dollars (\$100.00)
19 for each Aggrieved Employee for each initial and intentional violation and two hundred fifty
20 dollars (\$250.00) for each Aggrieved Employee for each subsequent violation, per pay period
21 (regardless of whether the initial violations were intentionally committed) (penalty amounts
22 established by California Labor Code § 1197.1).

23 G. For violations of California Labor Code §§ 202, 203, 226.7, 1194, and 1198, one
24 hundred dollars (\$100.00) for each aggrieved employee per pay period for each initial violation
25 and two hundred dollars (\$200.00) for each aggrieved employee per pay period for each
26 subsequent violation (penalty amounts established by California Labor Code § 2699(f)(2)).
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- a. An order permitting this litigation to proceed as a class action pursuant to California Code of Civil Procedure § 382 on behalf of the California Class;
- b. Damages and restitution according to proof at trial for all unpaid wages and other injuries, as provided by the State of California;
- c. For a declaratory judgment that Defendants violated the California Labor Code and public policy as alleged herein;
- d. For a declaratory judgment that Defendants violated the California Business and Professions Code § 17200, *et seq.*, as a result of the aforementioned violations of the Labor Code and of California public policy protecting wages;
- e. For an ordering award the State of California, Plaintiff, and Aggrieved Employees civil penalties pursuant to the Labor Code provisions cited herein, with interest thereon;
- f. For an order awarding Plaintiff and the California Class liquidated and compensatory damages, including lost wages, earnings, and other employee benefits, restitution, and all other sums of money owed to Plaintiff and the California Class, together with interest on these amounts, according to proof;
- g. For an order awarding Plaintiff and the California Class exemplary damages pursuant to California law;
- h. For an order awarding Plaintiff and the California Class civil penalties pursuant to the Labor Code provisions cited herein, with interest thereon;
- i. For interest on any damages and/or penalties awarded, as provided by applicable law;
- j. For an award of reasonable attorneys' fees as provided by California law;
- k. For all costs of suit; and
- l. For such other and further relief as this Court deems just and proper.

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2 Dated: March 17, 2026

Respectfully submitted,

/s/ Alexandra K. Piazza

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11 **Pro hac vice forthcoming*

12 *Attorney for Plaintiff, the Proposed Class, and*
13 *the Aggrieved Employees*